

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Hawaiian Airlines, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 2, 2005

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Canyon Capital Advisors LLC

Internal _____

Address: _____

Street Address: 9665 Wilshire Blvd., Suite 200

City: Beverly Hills

State: CA

Country: USA

Zip: 90212

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

73/637,960; 73/637,962; 73/637,961; 76/203,531; 76/468,511;
73/446,642; 75/537,203; 73/750,593; 75/088,168; 76,538,391;
73/642,920; 76/538,388;

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Mandie Smolich

Internal Address: Sidley Austin Brown & Wood LLP

Street Address: 555 West Fifth Street, 38th Floor

City: Los Angeles

State: California

Zip: 90013

Phone Number: 213-896-6147

Fax Number: 213-896-6600

Email Address: msmolich@sidley.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 440

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501597

Authorized User Name Mandie Smolich

9. Signature:

Mandie Smolich
Signature

6/3/05
Date

Mandie Smolich

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$440.00 501597 73637960

Attachment to Trademark Recordation Form Cover Sheet

Item 1 (Continuation): Hawaiian Holdings, Inc.

Item 4 (Continuation): 76/538,389; 75/301,481; 73/466,643; 76/538,390; 76/615,321

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of June, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and CANYON CAPITAL ADVISORS LLC, a Delaware limited liability company, in its capacity as agent for the Lenders referred to below (together with its successors and assigns in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Hawaiian Holdings, Inc., Hawaiian Airlines, Inc., as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lenders are willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lenders that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lenders this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of Lenders a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

1. all of its Trademarks including those registrations and/or applications referred to on Schedule I hereto;

2. all reissues, continuations or extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

4. all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Lenders pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interests in the Trademark Collateral made and granted

hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights in or to any additional trademark applications or registrations, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such additional trademark applications or registrations. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such additional trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HAWAIIAN AIRLINES, INC., a Delaware
corporation

By: 

Name: W. Stephen Jackson

Title: Sr. VP, CFO and Treasurer

HAWAIIAN HOLDINGS, INC., a Delaware
corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HAWAIIAN AIRLINES, INC., a Delaware
corporation

By: _____

Name: _____

Title: _____

HAWAIIAN HOLDINGS, INC., a Delaware
corporation

By:  _____

Name: Lawrence Jensen

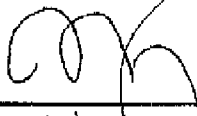
Title: CEO

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P.05

ACCEPTED AND ACKNOWLEDGED BY:

CANYON CAPITAL ADVISORS LLC, a
Delaware limited liability company, as Agent

By:  _____

Name: Mitch Wiles

Title: Managing Partner

LA1 673586

Schedule I – Trademark Registrations

Hawaiian Airlines, Inc. – Registered Marks (Active)

MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
DESIGN 	12/31/1986	73/637,960	9/22/1987	1,458,293	REGISTERED	16
DESIGN 	12/31/1986	73/637,962	10/6/1987	1,460,129	REGISTERED	25
DESIGN 	12/31/1986	73/637,961	9/22/1987	1,458,733	REGISTERED	39
DESIGN 	1/31/2001	76/203,531	8/20/2002	2,610,599	REGISTERED	39
HAWAII STARTS HERE	11/8/2002	76/468,511	6/15/2004	2,854,705	REGISTERED	39
HAWAIIAN AIRLINES	10/5/1983	73/446,642	1/1/1985	1,312,666	REGISTERED	39
HAWAIIAN MILES	8/14/1998	75/537,203	7/27/1999	2,265,893	REGISTERED	39
HAWAIIAN PREMIER CLUB	9/6/1988	73/750,593	6/20/1989	1,544,887	REGISTERED	39
HAWAIIAN RAINBOW INTERLINE FARE	4/15/1996	75/088,168	12/23/1997	2,122,860	REGISTERED	39
HELE ONLINE and DESIGN 	8/18/2003	76/538,391	2/1/2005	2,922,144	REGISTERED	39
THE COLORS OF PARADISE	2/4/1987	73/642,920	9/29/1987	1,459,590	REGISTERED	39
HELE ON	8/18/2003	76/538,388	3/29/2005	2,935,753	PENDING	39
HELE ON and DESIGN 	8/18/2003	76/538,389	3/8/2005	2,930,192	PENDING	39
HELE ONLINE	8/18/2003	76/538,390	3/8/2005	2,930,193	PENDING	39
HAWAIIAN AIR	10/5/1983	73/446,643	12/25/1984	1,311,493	REGISTERED	39
AKAMAI IDEAS	6/2/1997	75/301,481	12/8/1998	2,209,752	REGISTERED	35
DESIGN 	4/21/1995	74/664,416	NONE	NONE	ABANDONED	16

Pending Applications:

<u>MARK</u>	<u>FILED</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>	<u>STATUS</u>	<u>CLASSES</u>
FOLLOW ME HOME	10/12/2004	76/615,321			PENDING	39